

SHOOK, HARDY & BACON LLP
B. Trent Webb, Esq. (*pro hac vice*)
Peter Strand, Esq. (*pro hac vice*)
Ryan D. Dykal, Esq. (*pro hac vice*)
2555 Grand Boulevard
Kansas City, MO 64108-2613
Telephone: (816) 474-6550
Facsimile: (816) 421-5547

bwebb@shb.com

Robert H. Reckers, Esq. (*pro hac vice*)
600 Travis Street, Suite 3400
Houston, TX 77002
Telephone: (713) 227-8008
Facsimile: (713) 227-9508

rreckers@shb.com

GIBSON, DUNN & CRUTCHER LLP

Mark A. Perry (*pro hac vice*)
1050 Connecticut Avenue, N.W.
Washington, DC 20036-5306
Telephone: (202) 955-8500

mperry@gibsondunn.com

Blaine H. Evanson (*pro hac vice*)

333 South Grand Avenue
Los Angeles, CA 90071

Telephone: (213) 229-7228

bevanson@gibsondunn.com

Attorneys for Defendants Rimini Street, Inc. and Seth Ravin

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

ORACLE USA, INC., a Colorado corporation;
and ORACLE INTERNATIONAL
CORPORATION, a California corporation,

Plaintiffs,

v.

RIMINI STREET, INC., a Nevada corporation
and SETH RAVIN, an individual,

Defendants.

LEWIS ROCA ROTHGERBER LLP
W. West Allen (Nevada Bar No. 5566)
3993 Howard Hughes Parkway, Suite 600
Las Vegas, NV 89169
Telephone: (702) 949-8200

wallen@lrrlaw.com

RIMINI STREET, INC.

Daniel B. Winslow (*pro hac vice*)
6601 Koll Center Parkway, Suite 300
Pleasanton, CA 94566
Telephone: (925) 264-7736

dwinslow@riministreet.com

John P. Reilly (*pro hac vice*)
3993 Howard Hughes Parkway, Suite 500
Las Vegas, NV 89169
Telephone: (336) 908-6961

jreilly@riministreet.com

Case No. 2:10-cv-0106-LRH-PAL

**RIMINI STREET'S AND SETH
RAVIN'S PROPOSED VERDICT
FORM**

1 Defendants Rimini Street, Inc. and Seth Ravin (together “Rimini”) sought judgment as a
2 matter of law on all of Oracle’s claims and in particular on Oracle’s non-copyright claims, request for
3 punitive damages, and lost and infringer’s profits damages for copyright infringement. In response to
4 Rimini’s motion, Oracle already dropped its trespass to chattels and breach of contract claims.
5 Rimini expects that the Court’s resolution of Rimini’s motion will further reduce the number of
6 questions that need to be asked of the jury. Nevertheless, as currently pleaded, Rimini proposes the
7 verdict form below.

RIMINI STREET'S AND SETH RAVIN'S PROPOSED VERDICT FORM

Section I: Oracle's Copyright Infringement Claims

A. PeopleSoft

1. Did Oracle prove by a preponderance of the evidence that Rimini Street and/or Seth Ravin infringed any copyrights on PeopleSoft documentation?

Rimini Street: Yes _____ No _____

Seth Ravin: Yes _____ No _____

If you answered no to both, skip to Section I.B.

2. Did Oracle use its PeopleSoft copyright to indirectly gain commercial control over the market for software support services?

Yes _____ No _____

B. J.D. Edwards

3. Did Oracle prove by a preponderance of the evidence that Rimini Street and/or Seth Ravin infringed any of the works containing a J.D. Edwards software copyright?

Rimini Street: Yes _____ No _____

Seth Ravin: Yes _____ No _____

If yes, how many works proven: _____

If you answered no to all questions, skip to Section I.C.

4. Did Oracle prove by a preponderance of the evidence that Rimini Street and/or Seth Ravin infringed the J.D. Edwards copyrights?

Rimini Street: Yes _____ No _____

Seth Ravin: Yes _____ No _____

If you answered no to both, skip to Section I.C.

5. Did Oracle prove by a preponderance of the evidence that any such infringement exceeded the scope of the licenses of Oracle's customers?

Yes ____ No ____

If you answered no, skip to Section I.C.

6. Did Oracle use its J.D. Edwards copyright to indirectly gain commercial control over the market for software support services?

Yes ____ No ____

C. Siebel

7. Did Oracle prove by a preponderance of the evidence that Rimini Street and/or Seth Ravin infringed any of the works containing a Siebel software copyright?

Rimini Street: Yes ____ No ____

Seth Ravin: Yes ____ No ____

If yes, how many works proven: ____

If you answered no to both, skip to Section I.D.

8. Did Oracle prove by a preponderance of the evidence that Rimini Street and/or Seth Ravin infringed the Siebel copyrights?

Rimini Street: Yes ____ No ____

Seth Ravin: Yes ____ No ____

If you answered no to both, skip to Section I.D.

9. Did Oracle prove by a preponderance of the evidence that any such infringement exceeded the scope of the licenses of Oracle's customers?

Yes ____ No ____

If you answered no, skip to Section I.D.

10. Did Oracle use its Siebel copyright to indirectly gain commercial control over the market for software support services?

Yes ____ No ____

D. All Copyright Infringement Claims – Causation and Measure of Damages

11. Has Oracle met its burden of establishing by a preponderance of the evidence an objective, non-speculative actual damages amount as to its copyright infringement claims?

Yes ____ No ____

If you answered yes, proceed to question 12.

If you answered no, your answer to question 15 should be the amount of statutory damages you award to Oracle.

12. If you answered yes to question 11, place an “X” next to the best measure of actual damages:

____ Fair market value of use

____ Lost profits

If you selected fair market value of use, your answer to question 15 should be the amount of the fair market value of Rimini Street and/or Seth Ravin’s use of the infringed copyrights.

13. If you chose lost profits in question 12, did Oracle prove by a preponderance of the evidence that Rimini Street caused clients to leave Oracle as a result of Rimini Street’s and/or Seth Ravin’s infringement?

Yes ____ No ____

If you answered yes, proceed to question 14.

14. If you answered yes to question 13, did you find that Rimini Street earned profits caused by the infringement that were not taken into account in computing the lost profits?

Yes ____ No ____

If you answered yes, your answer to question 15 should be the lost profits (No. 13) and these

1 infringer's profits (14).

2 If you answer no, your answer to question 15 should be the lost profits (No. 13) only.

3
4 15. What is the total amount of copyright infringement damages you award to Oracle
5 International?

6 \$ _____.

Section II: Oracle's Federal Computer Fraud And Abuse Act Claims

16. Did Oracle prove by a preponderance of the evidence that Rimini Street and/or Seth Ravin violated the Computer Fraud and Abuse Act?

Rimini Street: Yes _____ No _____

Seth Ravin: Yes _____ No _____

If you answered no both of these questions, skip to Section III.

17. Did Oracle prove by a preponderance of the evidence that Rimini Street and/or Seth Ravin knew they were violating the Computer Fraud and Abuse Act and had the specific intent to violate that law when accessing an Oracle computer?

Rimini Street: Yes _____ No _____

Seth Ravin: Yes _____ No _____

If you answered no to both of these questions, skip to Section III.

18. Did Oracle prove by a preponderance of the evidence that a violation of the Computer Fraud and Abuse Act caused specific damage or loss to Oracle's computer systems?

Rimini Street: Yes _____ No _____

Seth Ravin: Yes _____ No _____

Section III: Oracle's California Computer Data Access And Fraud Act Claims

19. Did Oracle prove by a preponderance of the evidence that Rimini Street and/or Seth Ravin violated California's Computer Data Access and Fraud Act?

Rimini Street: Yes _____ No _____

Seth Ravin: Yes _____ No _____

If you answered no to both of these questions, skip to Section IV.

20. Did Oracle prove by a preponderance of the evidence that Rimini Street and/or Seth Ravin knew they were violating California's Computer Data Access and Fraud Act and had the specific intent to violate that law when accessing an Oracle computer?

Rimini Street: Yes _____ No _____

Seth Ravin: Yes _____ No _____

21. Did Oracle prove by a preponderance of the evidence that a violation of the California Computer Data Access and Fraud Act caused specific damage or loss to Oracle's computer systems?

Rimini Street: Yes _____ No _____

Seth Ravin: Yes _____ No _____

Section IV: Oracle's Nevada State Law Unlawful Acts Regarding Computers Claims

22. Did Oracle prove by a preponderance of the evidence that Rimini Street and/or Seth Ravin violated Nevada's State Law regarding unlawful acts regarding computers?

Yes ____ No ____

If you answered no to this question, skip to Section V.

23. Did Oracle prove by a preponderance of the evidence that Rimini Street and/or Seth Ravin knew they were violating Nevada's State Law regarding unlawful acts regarding computers and had the specific intent to violate that law when accessing the Oracle computer?

Rimini Street: Yes ____ No ____

Seth Ravin: Yes ____ No ____

24. Did Oracle prove by a preponderance of the evidence that a violation of Nevada's Unlawful Acts Regarding Computers statute caused specific damage or loss to Oracle's computer systems?

Rimini Street: Yes ____ No ____

Seth Ravin: Yes ____ No ____

Section V: Oracle's Inducing Breach of Contract Claim

25. Did Oracle prove by a preponderance of the evidence that any Rimini client breached the terms of service of Oracle's websites?

Yes _____ No _____

If you answered no to this question, skip to Section VI.

If you answered yes to this question, which client(s) did Rimini cause to breach the terms of service?

Client: _____ Client: _____

Client: _____ Client: _____

If you need space to list additional client(s), list them on the attached sheet.

26. Did Oracle prove by a preponderance of the evidence that a specific act of Rimini Street and/or Seth Ravin's intentional and unjustifiable inducement caused a specific client's breach of the terms of service of Oracle's websites?

Rimini Street: Yes _____ No _____

Seth Ravin: Yes _____ No _____

If you answered no to both of these questions, skip to Section VI.

27. Did a breach by any of the clients identified in question 25 cause actual harm to Oracle?

Yes _____ No _____

If you answered yes to this question, please circle the relevant clients listed in question 25.

Section VI: Oracle's Intentional Interference with Prospective Economic Advantage Claim

28. Did Oracle prove by a preponderance of the evidence that a prospective contractual relationship existed between any third parties and Oracle?

Yes _____ No _____

If you answered no to this question, skip to Section VII.

If you answered yes to this question, which third-party client relationships did Oracle prove existed?

Client: _____ Client: _____

Client: _____ Client: _____

If you need space to list additional client(s), list them on the attached sheet.

29. Did Oracle prove by a preponderance of the evidence that Rimini Street knew of the prospective contractual relationship between any of the clients listed in response to question 28 and Oracle, and that Rimini Street and/or Seth Ravin prevented the prospective relationship from continuing?

Rimini Street: Yes _____ No _____

Seth Ravin: Yes _____ No _____

If you answered no to both of these questions, skip to Section VII.

30. Did Oracle prove by a preponderance of the evidence that Rimini Street and/or Seth Ravin had the specific motive to harm Oracle when it prevented the prospective relationship from continuing?

Rimini Street: Yes _____ No _____

Seth Ravin: Yes _____ No _____

If you answered no to all of these questions, skip to Section VII.

31. Did Rimini Street and/or Seth Ravin prove by a preponderance of the evidence that their

purpose was at least in part to advance their interest in competing with Oracle and that it did not employ wrongful means in competing for third-party client business?

Rimini Street: Yes _____ No _____

Seth Ravin: Yes _____ No _____

If you answered yes to both of these questions, skip to Section VII.

32. Did Oracle prove by a preponderance of the evidence that Rimini Street and/or Seth Ravin engaged in any of the following acts in disrupting the prospective relationship between the third-party client and Oracle?

A. Fraud:

a. Did Rimini Street and/or Seth Ravin make any statement to a third-party client that was later shown to be false?

Rimini Street: Yes _____ No _____

Seth Ravin: Yes _____ No _____

If you answered no to both, skip to question 32(B).

b. Did Rimini and/or Seth Ravin know that the statement was false when either of them made it?

Rimini Street: Yes _____ No _____

Seth Ravin: Yes _____ No _____

If you answered no to both, skip to question 32(B).

c. Did Rimini and/or Seth Ravin intend for a third-party client to rely on this statement in deciding whether to end its economic or prospective economic relationship with Oracle?

Rimini Street: Yes _____ No _____

Seth Ravin: Yes _____ No _____

If you answered no to both, skip to question 32(B).

d. Was the statement material to the third-party client's decision to end its economic or prospective economic relationship with Oracle?

Rimini Street: Yes ____ No ____

Seth Ravin: Yes ____ No ____

If you answered no to both, skip to question 32(B).

- e. Was it reasonable for the third-party client to rely on the statement in deciding whether to end its economic or prospective economic relationship with Oracle?

Yes ____ No ____

If you answered no to both, skip to question 32(B).

B. Computer Fraud and Abuse Act:

- f. If you found that Rimini Street and/or Seth Ravin violated the Computer Fraud and Abuse Act, did Oracle prove by a preponderance of the evidence that Rimini Street and/or Seth Ravin violated the Act to specifically disrupt the economic or prospective relationship between Oracle and the third-party client?

Rimini Street: Yes ____ No ____

Seth Ravin: Yes ____ No ____

C. California Computer Data Access and Fraud Act:

- g. If you found that Rimini Street and/or Seth Ravin violated California's Computer Data Access and Fraud Act, did Oracle prove by a preponderance of the evidence that Rimini Street and/or Seth Ravin violated the Act to specifically disrupt the economic or prospective relationship between Oracle and the third-party client?

Rimini Street: Yes ____ No ____

Seth Ravin: Yes ____ No ____

D. Nevada Unlawful Acts Regarding Computers Statute

- h. If you found that Rimini Street and/or Seth Ravin violated the Nevada Unlawful Acts Regarding Computers Statute, did Oracle prove by a preponderance of the evidence

that Rimini Street and/or Seth Ravin violated the Statute to specifically disrupt the economic or prospective relationship between Oracle and the third-party client?

Rimini Street: Yes _____ No _____

Seth Ravin: Yes _____ No _____

33. Did Oracle prove by a preponderance of the evidence that the prospective relationship would not have continued between the third-party client and Oracle and that it was harmed as a result of Rimini Street and/or Seth Ravin's conduct based on the acts listed in question 28?

Rimini Street: Yes _____ No _____

Seth Ravin: Yes _____ No _____

34. Did Oracle prove by a preponderance of the evidence that Rimini Street and/or Seth Ravin's conduct based on the acts listed in question 28 caused interference with an economic or prospective relationship between Oracle and an economic or prospective economic relationship?

Rimini Street: Yes _____ No _____

Seth Ravin: Yes _____ No _____

If you answered yes to all of the questions at 28-34 above, please circle the client names in question 28 for which you answered yes to all the questions.

Section VII: Total Damages

35. What is the amount you included in question 15? \$ _____.

36. Did Oracle prove that it suffered any damages for the Computer Fraud and Abuse Act, California Computer Data Access and Fraud Act, Nevada Unlawful Acts Regarding Computers claims, intentional interference or inducing breach of contract claims against Rimini Street and/or Seth Ravin, which are not duplicative of your answer to 35?

Rimini Street: Yes _____ No _____

Seth Ravin: Yes _____ No _____

If you answered no to all, skip to Section VIII.

37. If you answered yes to any, what is the total amount of non-duplicative damages you award to Oracle, for both copyright damages (No. 35) and non-copyright infringement damages (No. 36):

Rimini Street \$ _____. (A)

Seth Ravin \$ _____. (B)

Grand Total Damages: \$ _____. (A+B)

Section VIII: Punitive Damages

38. If you found that Rimini Street is liable for intentional interference with prospective economic advantage, did Oracle prove by clear and convincing evidence that a director, officer, or managing agent of Rimini Street engaged in malice, oppression, or fraud such that punitive damages are warranted?

Yes _____ No _____

39. If you found that Rimini Street is liable under the California Computer Data Access and Fraud Act, and/or Nevada Unlawful Acts Regarding Computers statute, did Oracle prove by clear and convincing evidence that a director, officer, or managing agent of Rimini Street engaged in malice, oppression, or fraud such that punitive damages are warranted?

Yes _____ No _____

40. If you found that Seth Ravin is liable for intentional interference with prospective economic advantage, did Oracle prove by clear and convincing evidence that he engaged in malice, oppression, or fraud such that punitive damages are warranted?

Yes _____ No _____

41. If you found that Seth Ravin is liable under the California Computer Data Access and Fraud Act, and/or Nevada Unlawful Acts Regarding Computers statute, did Oracle prove by clear and convincing evidence that he engaged in malice, oppression, or fraud such that punitive damages are warranted?

Yes _____ No _____

1 Dated: _____

2
3 _____
4 Jury Foreperson's Signature

Jury Foreperson's Printed Name

5 DATED: October ____, 2015

SHOOK, HARDY & BACON LLP

6 By: /s/ W. West Allen
7 W. West Allen

8 *Attorneys for Defendants*
9 *Rimini Street, Inc. and Seth Ravin*

Question 25: Clients

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Question 28: Clients

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